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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
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11 IN RE APPLICATION OF SOUTH  
12 PACIFIC PETROLEUM  
13 CORPORATION, A GUAM  
14 CORPORATION, PURSUANT TO  
15 28 U.S.C. §1782 FOR THE  
16 TAKING OF DISCOVERY FOR  
USE IN FOREIGN PROCEEDING,

Applicant.

Case No. CV 2:17-MC-100

JOINT STIPULATED PROTECTIVE  
ORDER

17  
18 IT IS HEREBY STIPULATED by Applicant South Pacific Petroleum  
19 Corporation and third party Richard B.C. Lee, by and through their respective  
20 attorneys of record, that discovery of confidential, proprietary, or private  
21 information will be had on the following terms and conditions:

22 1. A. PURPOSES AND LIMITATIONS

23 As the parties have represented that discovery in this action is likely to  
24 involve production of confidential, proprietary, or private information for which  
25 special protection from public disclosure and from use for any purpose other than  
26 prosecuting this litigation may be warranted, this Court enters the following  
27 Protective Order. This Order does not confer blanket protections on all disclosures  
28

1 or responses to discovery. The protection it affords from public disclosure and use  
2 extends only to the limited information or items that are entitled to confidential  
3 treatment under the applicable legal principles. Further, as set forth in Section 12.3,  
4 below, this Protective Order does not entitle the parties to file confidential  
5 information under seal. Rather, when the parties seek permission from the court to  
6 file material under seal, the parties must comply with Civil Local Rule 79-5 and  
7 with any pertinent orders of the assigned District Judge and Magistrate Judge.

8 B. GOOD CAUSE STATEMENT

9 In light of the nature of the claims and allegations in this case and the  
10 parties' representations that discovery in this case will involve the production of  
11 confidential records, and in order to expedite the flow of information, to facilitate  
12 the prompt resolution of disputes over confidentiality of discovery materials, to  
13 adequately protect information the parties are entitled to keep confidential, to  
14 ensure that the parties are permitted reasonable necessary uses of such material in  
15 connection with this action, to address their handling of such material at the end of  
16 the litigation, and to serve the ends of justice, a protective order for such  
17 information is justified in this matter. The parties shall not designate any  
18 information/documents as confidential without a good faith belief that such  
19 information/documents have been maintained in a confidential, non-public manner,  
20 and that there is good cause or a compelling reason why it should not be part of the  
21 public record of this case.

22 2. DEFINITIONS

23 2.1 Action: The instant action: In re Application of South Pacific  
24 Petroleum Corporation, a Guam corporation, pursuant to 28 U.S.C. §1782 for the  
25 taking of discovery for use in foreign proceeding, Case No. 2:17-MC-100 in the  
26 Central District of California.

1           2.2   Foreign Action: The foreign proceeding for which discovery is  
2 sought: Case No. 2015 Gahap 514235, Claim for Redemption of Convertible  
3 Bonds in Seoul High Court in the Republic of Korea.

4           2.3   Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6           2.4   “CONFIDENTIAL” Information or Items: information (regardless of  
7 how it is generated, stored or maintained) or tangible things that qualify for  
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9 the Good Cause Statement.

10          2.5   Counsel: Outside Counsel of Record and House Counsel (as well as  
11 their support staff).

12          2.6   Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL.”

15          2.7   Disclosure or Discovery Material: all items or information, regardless  
16 of the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced  
18 or generated in disclosures or responses to discovery in this matter.

19          2.8   Expert: a person with specialized knowledge or experience in a matter  
20 pertinent to the litigation who has been retained by a Party or its counsel to serve  
21 as an expert witness or as a consultant in this Action.

22          2.9   House Counsel: attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25          2.10   Non-Party: any natural person, partnership, corporation, association,  
26 or other legal entity not named as a Party to this action.

27          2.11   Outside Counsel of Record: attorneys who are not employees of a  
28 party to this Action but are retained to represent or advise a party to this Action

1 and have appeared in this Action on behalf of that party or are affiliated with a law  
2 firm which has appeared on behalf of that party, and includes support staff.

3 2.12 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.14 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.15 Protected Material: any Disclosure or Discovery Material that is  
13 designated as "CONFIDENTIAL."

14 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

### 16 3. SCOPE

17 The protections conferred by this Order cover not only Protected Material  
18 (as defined above), but also (1) any information copied or extracted from Protected  
19 Material; (2) all copies, excerpts, summaries, or compilations of Protected  
20 Material; and (3) any deposition testimony, conversations, or presentations by  
21 Parties or their Counsel that might reveal Protected Material, other than during a  
22 court hearing or at trial.

23 Any use of Protected Material during a court hearing or at trial shall be  
24 governed by the orders of the presiding judge. This Order does not govern the use  
25 of Protected Material during a court hearing or at trial.

### 26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in the Action or  
3 Foreign Action, with or without prejudice; and (2) final judgment herein after the  
4 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
5 this Action or the Foreign Action, including the time limits for filing any motions  
6 or applications for extension of time pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

9 Each Party or Non-Party that designates information or items for protection under  
10 this Order must take care to limit any such designation to specific material that  
11 qualifies under the appropriate standards. The Designating Party must designate for  
12 protection only those parts of material, documents, items, or oral or written  
13 communications that qualify so that other portions of the material, documents,  
14 items, or communications for which protection is not warranted are not swept  
15 unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations  
17 that are shown to be clearly unjustified or that have been made for an improper  
18 purpose (e.g., to unnecessarily encumber the case development process or to  
19 impose unnecessary expenses and burdens on other parties) may expose the  
20 Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it  
22 designated for protection do not qualify for protection, that Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
25 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
27 under this Order must be clearly so designated before the material is disclosed or  
28 produced.

1 Designation in conformity with this Order requires:

2 a. (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions), that the Producing Party affix  
4 at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL  
5 legend”), to each page that contains protected material. If only a portion or portions  
6 of the material on a page qualifies for protection, the Producing Party also must  
7 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
8 the margins).

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and  
12 before the designation, all of the material made available for inspection shall be  
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
14 documents it wants copied and produced, the Producing Party must determine  
15 which documents, or portions thereof, qualify for protection under this Order.  
16 Then, before producing the specified documents, the Producing Party must affix  
17 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
18 only a portion or portions of the material on a page qualifies for protection, the  
19 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
20 appropriate markings in the margins).

21 b. (b) for testimony given in depositions in this Action, that the  
22 Designating Party designate protected testimony in a timely manner. The  
23 Designating Party may designate the testimony as a whole or identify specific  
24 portions of the testimony during the deposition as “CONFIDENTIAL.” If the  
25 Designating Party that sponsors, offers, or gives testimony does not identify  
26 portions of the testimony that qualify as “CONFIDENTIAL” or incorrectly  
27 identifies portions of the testimony as “CONFIDENTIAL” during the deposition, it  
28 may, within 30 days of receiving a transcript of the deposition, designate or change

1 the confidentiality designation of the transcript or portions thereof to identify the  
2 specific portions of the testimony as to which protection is sought.

3 c. (c) for information produced in some form other than documentary  
4 and for any other tangible items, that the Producing Party affix in a prominent  
5 place on the exterior of the container or containers in which the information is  
6 stored the legend "CONFIDENTIAL." If only a portion or portions of the  
7 information warrants protection, the Producing Party, to the extent practicable,  
8 shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
10 failure to designate qualified information or items does not, standing alone, waive  
11 the Designating Party's right to secure protection under this Order for such  
12 material. Upon timely correction of a designation, the Receiving Party must make  
13 reasonable efforts to assure that the material is treated in accordance with the  
14 provisions of this Order.

## 15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time that is consistent with the Court's  
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37-1 et seq.

21 6.3 The burden of persuasion in any such challenge proceeding shall be  
22 on the Designating Party. Frivolous challenges, and those made for an improper  
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
24 parties) may expose the Challenging Party to sanctions. Unless the Designating  
25 Party has waived or withdrawn the confidentiality designation, all parties shall  
26 continue to afford the material in question the level of protection to which it is  
27 entitled under the Producing Party's designation until the Court rules on the  
28 challenge.

1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action or the  
5 Foreign Action. Such Protected Material may be disclosed only to the categories of  
6 persons and under the conditions described in this Order. When the Action has  
7 been terminated, a Receiving Party must comply with the provisions of Section 13  
8 below.

9             Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12            7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16                   (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
17 well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19                   (b) the officers, directors, and employees (including House Counsel)  
20 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

21                   (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24                   (d) the court and its personnel;

25                   (e) court reporters and their staff;

26                   (f) professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);



1 (g) the author or recipient of a document containing the information or  
2 a custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in  
4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
5 party requests that the witness sign the “Acknowledgment and Agreement to Be  
6 Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to  
7 keep any confidential information unless they sign the “Acknowledgment and  
8 Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the  
9 Designating Party or ordered by the court. Pages of transcribed deposition  
10 testimony or exhibits to depositions that reveal Protected Material may be  
11 separately bound by the court reporter and may not be disclosed to anyone except  
12 as permitted under this Protective Order; and

13 (i) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
16 IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification  
21 shall include a copy of the subpoena or court order unless prohibited by law;

22 (b) promptly notify in writing the party who caused the subpoena or  
23 order to issue in the other litigation that some or all of the material covered by the  
24 subpoena or order is subject to this Protective Order. Such notification shall  
25 include a copy of this Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be  
27 pursued by the Designating Party whose Protected Material may be affected.  
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1 If the Designating Party timely seeks a protective order, the Party served  
2 with the subpoena or court order shall not produce any information designated in  
3 this action as “CONFIDENTIAL” before a determination by the court from which  
4 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission, or unless otherwise required by the law or court order. The  
6 Designating Party shall bear the burden and expense of seeking protection in that  
7 court of its confidential material and nothing in these provisions should be  
8 construed as authorizing or encouraging a Receiving Party in this Action to  
9 disobey a lawful directive from another court.

10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
11 PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by  
13 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
14 information produced by Non-Parties in connection with this litigation is protected  
15 by the remedies and relief provided by this Order. Nothing in these provisions  
16 should be construed as prohibiting a Non-Party from seeking additional  
17 protections.

18 (b) In the event that a Party is required, by a valid discovery request,  
19 to produce a Non-Party’s confidential information in its possession, and the Party  
20 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-  
23 Party that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Protective  
26 Order in this Action, the relevant discovery request(s), and a reasonably specific  
27 description of the information requested; and  
28

1 (3) make the information requested available for inspection by the  
2 Non-Party, if requested.

3 (c) If a Non-Party represented by counsel fails to commence the  
4 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of  
5 receiving the notice and accompanying information or fails contemporaneously to  
6 notify the Receiving Party that it has done so, the Receiving Party may produce the  
7 Non-Party's confidential information responsive to the discovery request. If an  
8 unrepresented Non-Party fails to seek a protective order from this court within 14  
9 days of receiving the notice and accompanying information, the Receiving Party  
10 may produce the Non-Party's confidential information responsive to the discovery  
11 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
12 not produce any information in its possession or control that is subject to the  
13 confidentiality agreement with the Non-Party before a determination by the court  
14 unless otherwise required by the law or court order. Absent a court order to the  
15 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
16 this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has  
19 disclosed Protected Material to any person or in any circumstance not authorized  
20 under this Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best  
22 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
23 person or persons to whom unauthorized disclosures were made of all the terms of  
24 this Order, and (d) request such person or persons to execute the  
25 "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
26 Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
10 of a communication or information covered by the attorney-client privilege or  
11 work product protection, the parties may incorporate their agreement into this  
12 Protective Order.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. No Party waives any right it  
17 otherwise would have to object to disclosing or producing any information or item  
18 on any ground not addressed in this Protective Order. Similarly, no Party waives  
19 any right to object on any ground to use in evidence of any of the material covered  
20 by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
23 orders of the assigned District Judge and Magistrate Judge. If a Party's request to  
24 file Protected Material under seal is denied by the court, then the Receiving Party  
25 may file the information in the public record unless otherwise instructed by the  
26 court.

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CROWELL & MORING LLP

Raija J. Horstman  
Attorneys for Third Party, Richard B.C. Lee

PURSUANT TO STIPULATION OF THE PARTIES AND GOOD CAUSE  
THEREFOR, IT IS SO ORDERED.

/s/  
Honorable Jacqueline Chooljian  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
6 that I have read in its entirety and understand the Protective Order that was issued  
7 by the United States District Court for the Central District of California on  
8 November 30, 2017 in the case of In re Application of South Pacific Petroleum  
9 Corporation, a Guam corporation, pursuant to 28 U.S.C. §1782 for the taking of  
10 discovery for use in foreign proceeding, Case No. 2:17-MC-100. I agree to comply  
11 with and to be bound by all the terms of this Protective Order and I understand and  
12 acknowledge that failure to so comply could expose me to sanctions and  
13 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
14 any manner any information or item that is subject to this Protective Order to any  
15 person or entity except in strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court  
17 for the Central District of California for the purpose of enforcing the terms of this  
18 Protective Order, even if such enforcement proceedings occur after termination of  
19 this action. I hereby appoint \_\_\_\_\_ [print or type full  
20 name] of \_\_\_\_\_ [print or type full  
21 address and telephone number] as my California agent for service of process in  
22 connection with this action or any proceedings related to enforcement of this  
23 Protective Order.

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_

28